

Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: May 21, 2021 11:00 AM CST
TITLE: A21-0400 MAINTENANCE OF ELEVATORS, ESCALATORS & DUMBWAITERS.		RETURN BID TO: PURCHASING DIVISION <u>Mailing Address:</u> PO Box 1471 Baton Rouge, LA 70821 <u>Physical Address:</u> 222 St. Louis Street 8 <sup>th</sup> Floor Room 826 Baton Rouge, LA 70802
FILE NO: 21-00400  AD DATES: 04/28/21 & 05/05/218		
SHIP TO ADDRESS:  VARIOUS LOCATIONS (See attached)		Contact Regarding Inquiries: Purchasing Analyst : Dexter Stewart Telephone Number: 225-389-3259 x 323 Email: <a href="mailto:dsstewart@brla.gov">dsstewart@brla.gov</a>
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO.	FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	
<b>QUESTIONS TO BE COMPLETED BY VENDOR:</b>  1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER  2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.  3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)		

**F.O.B.: DESTINATION - PAYMENT TERMS: NET 30**

**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID**

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the awarded vendor, if applicable.

## INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

**Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.**

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.

13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
20. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?  
  
YES \_\_\_\_ NO \_\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.

25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>
27. Bid prices shall included delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.
29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBRCity-Parish is availableat: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

## FEDERAL CLAUSES, IF APPLICABLE.

### I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

### II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

### III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

### IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

### V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

### VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

## VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

## VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

## IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

## X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

## XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.



## ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- **SDSs MUST BE PROVIDED WITHIN 5 DAYS OF REQUEST – FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) [formerly material safety data sheets] and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.

## NON-MANDATORY PRE-BID CONFERENCES / SITE VISITS

Non-mandatory pre-bid conferences and site visits will be held; interested bidders should inspect the job sites prior to bidding. As part of the conference, all vendors may visit each site on which they wish to bid. Site visits will be conducted and verified by a City of Baton Rouge owner representative. The site visits will begin immediately after the pre-bid conferences.

**WHEN:** May 10, 2021  
**TIME:** 09:00 a.m. CST  
**LOCATION:** Metro Airport  
9430 Jackie Cochran - 1<sup>st</sup> Floor Conference  
Contact: Dave Gordon 225-921-8270  
Proposed Order: Schedule of Bid Items 0049–0060

**WHEN:** May 11, 2021  
**TIME:** 09:00 a.m. CST  
**LOCATION:** Purchasing Department  
222 St Louis Street (Room 806)  
Contact: Dexter Stewart 225-389-3259  
Proposed Order: Schedule of Bid Items 0001–0010, 0046-0047  
0012-0013, 0014-0019, 0011,  
0020-0025, 0048

**WHEN:** May 12, 2021  
**TIME:** 09:00 a.m. CST  
**LOCATION:** Baton Rouge Police Headquarters  
9000 Airline Highway – Front Entrance  
Contact: Amanda Jones: 225-389-3387  
Proposed Order: Schedule of Bid Items 0028–0043,  
0045, 0026,  
0027, 0044

**WHEN:** May 13, 2021  
**TIME:** 9:00 a.m. CST  
**LOCATION:** Main Library  
7711 Goodwood Boulevard (Lobby/Circulation)  
Contact: Alvin Rattle 225-955-1049  
Proposed Order: Schedule of Bid Items 0061-0076



## NON-MANDATORY SITE VISITS LOCATIONS FORM

This completed form must be completed and must be submitted for all sites you wish to bid on.

LOCATION	CITY PARISH REPRESENTATIVE (PRINTED NAME)	CITY PARISH REPRESENTATIVE (SIGNATURE)
Metropolitan Airport 9430 Jackie Cochran Drive		
Governmental Building 222 St .Louis Street		
Parking Facility East 345 St. Louis Street		
Parking Facility West 444 St. Louis Street		
LASC Building 1100 S. River Road		
City Courthouse 233 St. Louis Street		
Bogan Museum 427 Laurel Street		
ATM/OHSEP Building 3773 Harding Boulevard		
EMS Headquarters 3801 Harding Boulevard		
Police Headquarters / Public Safety Complex 9000 Airline Highway		
M L King Community Center 4142 Gus Young Avenue		
Human Resources 1755 Florida Boulevard		
Old Baton Rouge Junior High 1100 Laurel Street		
EBR Parish Health Unit 353 North 12 <sup>th</sup> . Street		
Independence Library 7711 Goodwood Boulevard		
River Center Library 250 North Boulevard		
<b>VENDOR REPRESENTATIVE NAME (Printed)</b> <div style="border-bottom: 1px solid black; width: 100%;"></div>		<b>VENDOR REPRESENTATIVE SIGNATURE</b> <div style="border-bottom: 1px solid black; width: 100%;"></div>

## INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any **written questions** relative thereto. *Without exception*, all questions **MUST** be in writing.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

**All inquiries shall be received by the close of business on May 14, 2021**

**Inquiries and/or questions shall not be considered thereafter.**

Inquiries are to be directed as follows:

Dexter Stewart, Purchasing Analyst  
City-Parish Purchasing Department  
222 St. Louis Street, Room 826 (Hand Delivery)  
Baton Rouge, LA 70802

or

Email: [dssstewart@brla.gov](mailto:dssstewart@brla.gov)

## **SPECIAL INSTRUCTIONS TO BIDDERS**

GENERAL: Based on these specifications bids shall be received by City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, Room 309, Municipal Building, Baton Rouge, Louisiana for servicing the Elevators, Escalators and Dumbwaiters at the Agencies of City Parish.

Hereafter denoted by the term "City of Baton Rouge and Parish of East Baton Rouge, City Parish or Owner." The use of the word "vendor" or "Contractor" shall be interpreted to be the firm or corporation who has been awarded a contract by the City of Baton Rouge and Parish of East Baton Rouge. The awarded bidder shall be required to sign a contract with the City of Baton Rouge and Parish of East Baton Rouge in strict accordance with these specifications for services which includes the contract document.

All contractors bidding on this work shall comply with all provisions of State Licensing Law for Contractor, RS 37:2150-2192, as amended, for all public contracts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. **When bidding, Contractors must hold an active specialty license in Elevators, Dumbwaiters, and Escalators or Building Construction issued by the Louisiana State Licensing Board for Contractors and must show their license number on the face of the bid envelope.**

With the complexity of equipment and the liability exposure of today's vertical transportation it is necessary to not only provide top quality maintenance, but to also have a professional engineering group to verify the quality of material and safe operation of any wiring changes being used or integrated into the system. For the protection of the owner, passengers and other related exposures connected to fulfillment of this contractual obligation, the bidder will include in his bid, monies for engaging Licensed Professional Engineers\*, with no less than five years experience in specifying elevator materials and verifying wiring changes. The name of the Licensed Professional Engineer or group of Licensed Professional Engineers committed by letter to this responsibility, along with their address and signature shall be provided in the space for the verification of this information under "ENGINEERING RESPONSIBILITY".

**PERFORMANCE BOND:** The awarded vendor will be required to execute and deliver to the City of Baton Rouge and Parish of East Baton Rouge within fifteen (15) days after receipt of formal notification of awarding of the contract, a performance bond in an amount equal to the contract sum. Any surety bond(s) shall be written by a Surety or insurance company licensed to do business in the State of Louisiana and currently on the U.S. Department of Treasury Financial Management Service list of approved bidding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least a A- rating in the latest printing of the A.M. Best Key Rating Guide to write individual bonds up to 10 percent (10%) of policyholders surplus as shown in the A.M. Best Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana by Louisiana residents and is licensed to write surety bonds. Power of Attorney must be attached to the bond submitted.

## **SPECIFICATIONS FOR MAINTENANCE OF ELEVATORS, ESCALATORS & DUMBWAITERS**

**GENERAL:** The intent of this specification is to establish prices for full maintenance of the elevators, escalators and dumbwaiters listed. The determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

The Contractor shall include in their monthly price Central Monitoring Services that monitor the six (6) main elevators in the Governmental Building from their local office 24 hours a day, 7 days a week. The Central Monitoring System shall communicate via phone lines or ethernet directly from the elevator controllers located at the Governmental Building to the Central Monitoring System which shall have the capability to immediately contact the local office when any of the six (6) main elevators are out of service for any reason.

**Bids will be considered only from vendors who are manufacturers, distributors, or vendors who sell and/or service the equipment listed herein. Parts used must be original equipment manufacturer replacement parts or equivalent to those furnished with the original installation. Repair materials which are used on the job shall be paid at the contractor's actual face value cost, quoted from a published price list. These third party invoices shall be attached to the contractor's billing for payment. This contract is a labor intensive contract. Therefore, the contractor shall consider all matters of labor and overhead and build any necessary profit into hourly rates for repairs and maintenance. All work must be performed by a licensed journeyman mechanic and must meet A.N.S.I. codes. If any problems occur or questions arise concerning the "original manufacturer parts" or "equivalent", it shall be the sole discretion of the City Parish to determine if a part is equal or acceptable.**

The owner reserves the right to review Contractor's financial report, licenses, qualifications of employees and supervisors and request references from other clients.

**RECORDS:** The Contractor shall maintain a complete, orderly and chronological file including copies of all reports as required by these specifications. A record of all re-calls and repairs shall be kept by the Contractor indicating any difficulty experienced and corrective measures taken to eliminate these difficulties. The Contractor shall report to the Building Maintenance Office upon arrival at the facility and shall present a copy of the inspection report immediately after inspection. These inspection reports must be verified and signed by a person authorized by the owner. A monthly report of all routine maintenance and/or service repair, regular or overtime must be submitted to the authorized designee of DPW Building Maintenance.

**GUARANTEE:** The Contractor agrees to accept all of the equipment, (except as excluded by these specifications), on full maintenance, on the effective date of this contract, unless it is otherwise indicated by a detailed report, on each unit, and attached to his bid. It is also agreed that he will leave the units in the same condition and with the same performance when the contract is terminated, as on the date the contract is made effective. Should the Contractor fail to render the services ordered under this contract, the owner reserves the right to cancel this contract, by certified letter. Upon the expiration of ten (10) days from the mailing of the certified letter, setting forth the services which the contractor has failed to provide, the contract shall be terminated, unless satisfactory services are in fact performed during this ten (10) day period.

Termination under this article shall not relieve or affect either party of any obligation or liability that may have occurred prior to such termination. The owner reserves the right from time to time to employ others to make such checks as they may deem necessary or advisable. When it is found that any of the units, elevators, escalators, dumbwaiters, etc. are not up to proper standards, safety requirements or tests are not being performed as required by the current A.N.S.I. code the City Parish may exercise any or all of its options as set forth in these specifications. If these demands are not promptly complied with, within ten (10) days of the mailing of a certified letter, the City of Baton Rouge and Parish of East Baton Rouge may cancel this agreement and enter into an agreement with others to perform such work and deduct the total cost thereof from the contractor's charges for maintenance service. If the contract has been terminated or has expired, the owner will demand payment from the contractor or his bonding agent for the additional costs incurred.

## **SPECIFICATIONS FOR MAINTENANCE OF ELEVATORS, ESCALATORS & DUMBWAITERS (continued)**

The owner reserves the right to act as sole agent in determining if service is satisfactory, including a determination of whether parts need replacing in accordance with A.N.S.I. code. The contractor's failure to comply with the owner's demands in this regard, within ten (10) days of mailing of a certified letter containing such demands, will constitute a circumstance under which the owner may immediately terminate the contract. The owner shall conduct, through the operational unit, periodic inspections to determine the status of individual elevators and or escalators.

**SCOPE OF WORK:** This contract shall consist of furnishing all labor, tools, materials and equipment necessary to provide complete maintenance of the equipment listed. The Contractor shall systematically examine and inspect the elevators and dumbwaiters. The Contractor shall have a minimum of two (2) certified service mechanics available at all times to perform major repair work as well as routine maintenance work. Certified mechanics shall have prior experience in maintaining equipment, which is similar to the equipment being bid. All individuals who perform repair or maintenance work will be directly employed and supervised by the Contractor. During each inspection, the Contractor shall clean, adjust and lubricate the equipment as specified below; determine the nature and extent of any work needed to restore the equipment to satisfactory service, and, if the conditions warrant, furnish and install any and all necessary parts.

**NORMAL RESPONSE TIME** to be no more than two (2) hours. However, in the event someone is trapped in an elevator, response time shall be no more than thirty (30) minutes. Failure to meet these response times will be cause for cancellation of the contract.

Contractor shall furnish to the Owner all pertinent performance data for each elevator, i.e. speed, load, etc. Also the Contractor shall supply the Owner with wiring diagrams for each different unit when requested by the owner.

- A. The Contractor must maintain at all times the efficiency, safety and speeds specified in the original equipment specifications and as designed by the manufacturer of the equipment. This includes acceleration, retardation, contract speed in feet per minute, with or without full load, floor to floor time and door opening and closing time, also dispatching where required.
- B. The Contractor shall keep the guide rail clean and properly lubricated. Rail lubrication shall not be used when roller type guides are involved. The Contractor shall regularly brush lint and dirt from the guide rails, over head sheaves and beams, counterweight frames, car tops, bottom of platforms and remove dirt and accumulated rubbish from pits and machine room floors.
- C. The Contractor shall lubricate all sheave bearings and hoistway ropes, repack machine stuffing box and refill gear cases when required. All oil reservoirs shall be kept properly sealed to prevent leakage.
- D. The Contractor shall renew conductor, cables and wire rope as often as it is deemed necessary to maintain an adequate factor of safety. (Inspection procedures for wire rope as per A.N.S.I. A17-2 Rule 103.4).
- E. Inspection, test and reports. Examine periodically all safety devices and governors and conduct annual no-load test, and each fifth-year perform a full load, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance will be checked and the governor set and, if required, the governor will be recalibrated for tripping speed and resealed. All test reports shall be submitted in duplicate to the Building Maintenance Superintendent within thirty (30) days of date test. Five (5) year report shall include: machine number, manufacturer, type governor, governor condition, tripping speed, type safety, safety rope pull out, governor rope slide, pull through force of governor, name of mechanic performing test. All tests shall be performed in accordance with current National Elevator Code. Hydraulic pressure test shall be in accordance with current National Elevator Code. Contractor to provide to owner documents as required to secure East Baton Rouge Parish Inspection Certificate.

## **SPECIFICATIONS FOR MAINTENANCE OF ELEVATORS, ESCALATORS & DUMBWAITERS (continued)**

- F. When necessary, the Contractors shall renew guide rollers as required to insure smooth and quite operation.
- G. The Contractor shall keep the exterior of the machinery and other parts of the equipment subject to rust, properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound.
- H. The Contractor shall only use lubricant furnished by the manufacturer of the equipment or those as recommended by the manufacturers or equivalent.
- I. The Contractor will also examine, lubricate, adjust, repair and/or replace the following accessory equipment: hall lanterns, starters indicator and control panel, corridor position indicators, signal bell, hatch and car door operators, car operating panels.
- J. The Contractor further agrees to lubricate, adjust, repair and/or replace all signal controls used in conjunction with the operation of the equipment.
- K. Spare Parts - the Contractors must maintain in his maintenance stock warehouse, at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each elevator. This inventory shall include as a minimum, the following parts for each size and type used. A list of replacement parts in stock, by part number, shall be furnished if requested by the Owner prior to award of contract. Contractor shall maintain an up-to-date inventory of all spare parts by part number.

The following minimum parts are to be warehoused within 100 mile radius of Baton Rouge for immediate use.

- Supply of selector tapes to handle highest rise.
- Roller guides and gibs for car and counterweight.
- Power supplies and pre-amplifier for electronic proximity device.
- Car and hoistway door shields.
- Car door electric eye photo cell replacement units.
- Complete car door safety edge (mechanical).
- Transformers and rectifiers for all controllers power supplies.
- Door operator motors for each type used.
- Door operator gear reduction units for each type used.
- Controller and selector coils for each type used.
- Car and hall buttons, including electronic, with contacts for each type used.
- Hatch switch cams supports to handle highest rise.
- Replacement relay for each type used.
- Selector drive motor.
- Geared machine brake shoe and lining assembly; minimum of one (1) set for each type.
- Supply of selector tapes to handle highest rise.

The following replacement parts are to be available and ready for immediate shipment within twenty four (24) hours.

- Rotating elements for each type and size used.
- Stators for each type and size used.
- Brake coils for each type and size used.
- Hydraulic pump units.
- Hydraulic valve assembly.



## **SPECIFICATIONS FOR MAINTENANCE OF ELEVATORS, ESCALATORS & DUMBWAITERS (continued)**

The following minimum parts are to be maintained on the job (elevator location):

- Coils; minimum of one (1) for each type relay contractor used.
- Contracts; minimum of three (3) for each type used.
- Conductor; a supply for each type used.
- Motor bushes; minimum of one set for each type used.
- Supply of lubricants for each requirements.
- Supply of fuses.
- Interlock rollers and contacts; minimum of two (2) each.
- Car and hoistway door hanger rollers, minimum of two (2) each type.
- Car and hoistway door gibs, minimum of one (1) each type.
- Car and hoistway door closer parts (Springs, spirators, etc.).
- Door operator belts, chains, and brushes; minimum of one (1) set each type.
- Door operator drive block, clutch rollers, and fingers; minimum of one (1) set each type.
- Photo electric tube; minimum of one (1) each type.
- Landing switch equipment and magnetic inductor; minimum of one (1) each type.
- Solid state timers and printed circuit regulator board; minimum one (1) each type.
- Saft-T-Edge pivot arm assembly and switch; minimum one (1) each type.
- Signal fixture lamps; minimum of five (5) each type.
- Selector cans and contact assembly; minimum of one (1) each type.
- Brake contract; minimum of one (1) of each type.
- Normal replacement parts peculiar to specified equipment covered by this contract

The Contractor hereby agrees to allow DPW Building Maintenance or his authorized representative to visit the Contractor's parts storage facilities before the award of the contract to review inventory for compliance with the specifications.

**INSURANCE:** Insurance certificates shall be provided to the City of Baton Rouge, Parish of East Baton Rouge, Purchasing Division in accordance with the insurance requirements listed in this solicitation prior to award of contract. Contractor's insurance must be maintained at all times during this contract period and any additional renewals of the contract by submitting to the Purchasing Office updated insurance certificates as required to keep the certificate current.

### **WORK NOT INCLUDED IN THIS CONTRACT**

This contract excludes the following items.

- A. Car enclosure including removable panels, car gates, plenum chambers, hung ceilings, light diffusers, car illumination light tubes and bulbs, handrails, mirrors and flooring; hoistway enclosure; hoistway gates, doors, frames, sills, cylinders, plungers and buried piping.
- B. Vandalism, damage beyond control of contractor.

**SPECIFICATIONS FOR MAINTENANCE OF ELEVATORS, ESCALATORS & DUMBWAITERS  
(continued)**

**HOURS FOR EQUIPMENT TO BE SERVICED**

- A. Normal examinations, repairs and cleaning shall be performed during regular working hours of regular working days of the elevator trade.
- B. Contractor must provide twenty four (24) hour, seven (7) day per week emergency response service.
- C. NORMAL RESPONSE TIME to be no more than two (2) hours. However, in the event someone is trapped in an elevator, response time shall be no more than thirty (30) minutes.
- D. Contractor must respond to the facilities manager and/or his authorized representative only.

**BASIS FOR CONTRACT PAYMENT**

- A. Contractor's fee shall be the total payment for all work included in this contract. No additional payment will be made for callouts due to items included in the contract.
- B. Payment for callouts shall be at the appropriate hourly rates for work not included in the contract, as listed above and properly approved by an authorized City Parish representative.

**ASSIGNMENT**

Contractor shall not transfer or reassign this contract to any sub-contractor or any party or parties during the term of this contract without written authority from the City of Baton Rouge, Parish of East Baton Rouge Purchasing Division.

# **SPECIFICATIONS FOR MAINTENANCE OF ELEVATORS, ESCALATORS & DUMBWAITERS (continued)**

## **STATEMENT OF WORK – OTIS TRACTION ELEVATORS**

Two categories of maintenance will be conducted; General Maintenance and Category 1 and 5 annual testing. Monthly fire-key testing to be included in monthly general maintenance. Additional maintenance tasks critical to specific equipment may be performed at different intervals, as needed, based on equipment age, condition, accumulated wear, design and inherent quality of the equipment, usage, environmental conditions, improved technology including remote monitoring, and/or manufacturers recommendations. The Library's Facilities Manager must review any additional tasks, prior to being performed. All testing and preventive maintenance must be scheduled at least one week in advance with the Library's Facilities Manager. Upon arrival, all technicians must check in with the designated Library staff member at the River Center.

The General Maintenance (GM) program are thorough checks and maintenance tasks consisting of the below descriptions. The GM work will be scheduled throughout the year each general maintenance category will be completed at least once annually.

### **Each visit the following tasks must completed per elevator:**

Perform monthly fire key testing. Examine condition of cab enclosure, including ceiling, wall panels, handrails and operating panel. Ride elevator from top to bottom, stopping at multiple landings including main landings. Check leveling accuracy. Listen for unusual noises, excessive vibrations or other ride quality exceptions. Observe normal operation of power doors, including open, close and reversal. Document completed scheduled task, complete or plan additional tasks as needed with facilities manager. Return elevator to service.

### **GENERAL MAINTENANCE (GM)**

Required Interval for Each: 12 Months

Categories:

#### **GM – Hoistway**

Check the following:

- a) Suspension and Compensating Wire Ropes
- b) Governor Wire Ropes – clean, condition (do not lubricate)
- c) Refastening or Resocketing of Drum Machines
- d) Hoistway access switches

Supplemental: Traveling cable

#### **GM – Doors & Operator Examination**

Check the following:

- a) Hoistway door interlocks or mechanical locks
- b) Hoistway door unlocking devices and escutcheons
- c) Hangers, tracks, door rollers, up-thrusts, & door safety retainers
- d) Sills and bottom guides, fastenings, condition and engagement
- e) Door closers (where required)
- f) Clean & lubricate car door & operator components.
- g) Renew or adjust chains, belts, brushes and linkage components.
- h) Renew or adjust cams, switches, sprockets, motors component

# **SPECIFICATIONS FOR MAINTENANCE OF ELEVATORS, ESCALATORS & DUMBWAITERS (continued)**

## **STATEMENT OF WORK – OTIS TRACTION ELEVATORS**

### **GM – Top of Car**

Examine car top and equipment located on car top.

Check the following:

- a) Lubricate adjust or renew Guide Rails – as per OEM safety recommendations
- b) Cleaning of Hoistways
  
- c) Clean excessive dirt and debris from cartop & equipment.
- d) Lubricate, adjust or renew steadier plates and components.
- a) Verify ground. Secure shackles, reader boxes, switches and covers.  
Supplemental: Cab steadiers  
Supplemental: Car, CWT, and hoistway sheaves  
Supplemental: Car door operator

### **GM – Car & Pit**

Check the following:

- a) Oil Buffers – clean, oil level.
- b) Safety mechanisms shall be kept lubricated and free of rust, corrosion and dust
- c) Cleaning of Pits consists of the following tasks:
  - a. Car door electric contacts or car door interlocks (where required)
  - b. Door reopening devices
  - c. Vision panels and grilles (where required)
  - d. Astragals and resilient members, door space guards, and sight guards
  - e. Clutches, engaging vanes, retiring cams, and engaging rollers
  - f. Door restrictors (where required)
- d) Car Emergency System (Lighting, Ventilation, Communication, Signaling Devices)
- e) Stopping Accuracy
- f) Compensation Sheaves and Switches  
Supplemental: Car door gibs, sill cleaning  
Supplemental: 1st floor hoistway door maintenance

### **GM – Machine Room**

Examine hoist machine for cleanliness, lubrication, wear or damage.

Check the following:

- a) Controllers Wiring – cleaning, fuses, and jumpers
- b) Brakes – residual pads, linings, pins, levers, springs and guide bushings, discs and drums, brake coil and plunger
- c) Cleaning and condition of machine/control Rooms
- d) Governors – manually operated, free of oil and contaminants.
- e) Ascending overspeed and unintended movement protection.
- f) Maintenance of Seismic Devices
- g) Clean machine and area. Lubricate bearings and check oil levels.
- h) Adjust or renew brushes, brush rigging, transducers and fans.
- a) Replace oil, drain, check ring & worm gears and replace.  
Supplemental: Machine fluid levels, bearings, rope lubricators  
Supplemental: Motor-generator set clean and routine  
Supplemental: Drive sheaves  
Supplemental: Selectors

# **SPECIFICATIONS FOR MAINTENANCE OF ELEVATORS, ESCALATORS & DUMBWAITERS (continued)**

## **STATEMENT OF WORK – OTIS TRACTION ELEVATORS**

### **GM - Brake Examination & Maintenance**

Examine brake for proper operation, clearance and hardware.

Check the following:

- a) Clean brake assembly, lubricate pivot points, check brake switch.
- b) Disassemble brake coil and cores. Clean, lubricate and/or renew.
- c) Disassemble brake shoes and springs. Clean, adjust and/or renew.

### **GM - Coated Steel Belt Examination & Maintenance**

Examine belts and drive sheave for cleanliness, wear, tension or damage.

Check the following:

- a) Clean and inspect belts for wear patterns, vibrations, heat or damage.
  - b) Inspect belts at shackles & check hardware. Adjust tension as needed.
  - c) Confirm Pulse monitoring operation. Inspect 2:1 sheaves for damage
- Required Interval for Each: 6 Months

Categories:

### **GM - Pit Examination & Maintenance**

Examine pit and pit equipment for cleanliness, lubrication and condition.

Perform B, C, D task segments required to ensure proper operation.

- a) Clean pit floor and pit equipment. Remove excessive debris.
- b) Adjust or renew buffers, switches, sheaves and components.
- c) Lubricate pit sheaves, bushings, bearings and guides.

### **GM - Controller Examination & Maintenance**

Examine controller cabinet & components for cleanliness, wear or damage.

Perform below task segments required to ensure proper operation.

- a) Clean cabinet, renew fans, filters, replace covers. Verify ground.
- b) Adjust or renew relays, overloads, resistors and rectifiers as needed.
- c) Adjust or renew electronic components and wiring as needed.

### **GM - Fixture Examination & Maintenance**

Examine fixtures, lamps, keyswitches, signals and signage.

Perform below task segments required to ensure proper operation.

- a) Renew, correct or adjust fixtures in the cab & at main landings.
- b) Renew, correct or adjust hall buttons, faceplates and signs.
- c) Renew, correct or adjust hall lanterns and lobby panel fixtures

# **SPECIFICATIONS FOR MAINTENANCE OF ELEVATORS, ESCALATORS & DUMBWAITERS**

**(continued)**

## **STATEMENT OF WORK – OTIS TRACTION ELEVATORS Category Tests**

### **CATEGORY TESTS**

Required Interval: every 12 Months

Category 1 and 5 tests must be completed, as required by the state fire marshal on an annual basis as listed below.

#### **Tests - CAT1**

- Oil Buffers.
- Safeties, Safety Mechanisms.
- Governors.
- Slack-Rope Devices on Winding Drum Machines.
- Normal and Final Terminal Stopping Devices.
- Firefighters' Emergency Operation.
- Standby or Emergency Power or Emergency Lowering Operation.
- Power Operation of Door System.
- Broken Rope, Tape, or Chain Switch.
- Functional Safety of SIL Rated Device(s)
- Ascending Car Overspeed Protection and Unintended Car Mvmnt.
- Traction-Loss Detection Means.
- Broken-Suspension-Member and Residual-Strength Det. Means
- Emergency Communications
- Means to Restrict Hoistway or Car Door Opening
- Earthquake Operation

#### **Tests - CAT5**

- Car and CWT Safeties (Rated Load).
- Governors.
- Oil Buffers.
- Driving-Machine Braking System.
- Emg. Term. Stopping & Speed-Limiting Dev.
- Power Opening of Doors.
- Leveling Zone and Leveling Speed.
- Inner Landing Zone.
- Braking System, Traction, Traction Limits
- Emergency Brake.



**SPECIFICATIONS FOR MAINTENANCE OF ELEVATORS, ESCALATORS & DUMBWAITERS  
(continued)  
METRO AIRPORT SECURITY**

**REQUIREMENTS**

The contractor, its subcontractors, and all their employees shall be subject to and shall at all times conform with all rules, regulations, policies and procedures pertaining to security at Baton Rouge Metro Airport. Any violations or disregard for rules, regulations, or policies may be cause for immediate termination. All personal packages brought onto and/or removed from Airport property may be subject to inspection by a Police Officer. Firearms and/or explosives shall NOT be brought onto the Airport's property. VIOLATORS WILL BE PROSECUTED.

All employees performing work at the Airport shall have in their possession a valid Airport ID badge. The contractor shall be responsible for, at its own expense, obtaining the property security clearance, fingerprinting (\$50), training, and badges (\$25) to access the restricted areas of the Airport including the Security Identification Display Area (SIDA). Identification badges issued by the Airport must be visibly worn at all times while in the SIDA. Payments can be made by cash, credit card or company check. After the contractor is finished with the project all Airport ID badges must be returned to the Airport Police Department. If a security badge is not returned within 30 days of contract completion, an employee termination, resignation, or extended leave from the job site, it is an automatic \$250.00 charge.

**SECURITY CLEARANCE / STANDARDS OF CONDUCT**

The Agency requires Criminal Background Checks before and during the contract period and reserves the right to request drug testing/screening all at no additional cost to the Agency, for all Contractor's employees. The City also reserves the right to request additional drug screens for Contractor's staff for reasonable cause. Any Contractor's staff that tests positive on any drug screen(s) shall be immediately dismissed.

Contractor is to be responsible for all keys issued—Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by Agency contact. All doors are to be closed, locked, and checked before leaving the building. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations.

## CONTRACT INVOICNG

Vendor will be required to submit detailed invoices to include the following:

- Date of Invoice
- Service Period Covered (Begin Date through End Date)
- Contract Number
- Purchase Order Number (if known)
- Invoice Number
- Invoice Total (Sum of service and labor items, detailed below)

All items on the invoice shall include the following detail:

For each service item on an invoice, the following shall be included:

- Item Number (0001 – 00 76)
- Location
- Manufacturer / Identification
- Unit Price

For each labor charge on an invoice, the following shall be included:

- Date, location, and description of work performed
- Item Number (0077, 0078, 0079, 0080)
- Item Description
- Total number of hours
- Rate per hour
- Total labor charge

## PRICING SHEET

### Maintenance of Elevators, Escalators & Dumbwaiters

**For all items you wish to bid:** A blank or N/A will not be considered and may cause your bid to be deemed non-responsive. If your intention is No Charge, please write "No Charge" in the Unit Price column. If your intention is No Bid, please write "No Bid" in the Unit Price column.

**FS= FLOORS SERVED**

**TYPE**

**D = DRUM**

**T = TRACTION**

**H =HYDRAULIC**

**PL = PLUNGER**

**USE**

**P = PASSENGER**

**F=FREIGHT**

**ESC = ESCALATOR**

**DM =DUMBAITER**

**SL – STAGE LIFT**

**L =LIFT**

**IN (INSPECTION FREQUENCY)**

**ANNUAL (1)**

**SM = MONTHLY (24)**

**M = MONTHLY (12)**

**W = WEEKLY (52)**

ITEM NO.	LOCATION	MANUFACTURER / IDENTIFICATION	TYPE	USE	FS	IN	UNIT PRICE	TOTAL MONTHLY PRICE
0001	Governmental Building 222 St.Louis Street	Motion Control 3016959	T	P	11	52	\$_____	\$_____
0002	Governmental Building 222 St. Louis Street	Motion Control 3016960	T	P	11	52	\$_____	\$_____
0003	Governmental Building 222 St. Louis Street	Motion Control 3016961	T	P	11	52	\$_____	\$_____
0004	Governmental Building 222 St. Louis Street	Motion Control 3016962	T	P	11	52	\$_____	\$_____
0005	Governmental Building 222 St. Louis Street	Motion Control 3016963	T	P	11	52	\$_____	\$_____
0006	Governmental Building 222 St. Louis Street	Motion Control 3016964	T	P	11	52	\$_____	\$_____
0007	Governmental Building 222 St. Louis Street	Montgomery CT-32402	T	P	12	52	\$_____	\$_____
0008	Governmental Building 222 St. Louis Street	Montgomery CT-32403	T	P	12	52	\$_____	\$_____
0009	Governmental Building 222 St. Louis Street	Energy 93059	T	DM	3	52	\$_____	\$_____
0010	Governmental Building Parking Garage	Esco 75403	H	P	3	12	\$_____	\$_____
0011	Bogan Museum 427 Laurel Street	Montgomery CO-34881	H	P	2	24	\$_____	\$_____
0012	LASC Building 1100 S. River Road	Montgomery CP-34733	H	P	2	12	\$_____	\$_____
0013	LASC Building 1100 S. River Road	Dover EM-9554	H	P	2	12	\$_____	\$_____
0014	City Courthouse 233 St. Louis Street	Montgomery CP65343	H	P	5	24	\$_____	\$_____
0015	City Courthouse 233 St. Louis Street	Montgomery CP65342	T	P	5	24	\$_____	\$_____

**PRICING SHEET**  
**Maintenance of Elevators, Escalators & Dumbwaiters**

**For all items you wish to bid:** A blank or N/A will not be considered and may cause your bid to be deemed non-responsive. If your intention is No Charge, please write "No Charge" in the Unit Price column. If your intention is No Bid, please write "No Bid" in the Unit Price column.

<b>FS (FLOORS SERVED)</b>	<b>TYPE</b> <b>D = DRUM</b> <b>T = TRACTION</b> <b>H =HYDRAULIC</b> <b>PL = PLUNGER</b>	<b>USE</b> <b>P = PASSENGER</b> <b>F=FREIGHT</b> <b>ESC = ESCALATOR</b> <b>DM =DUMBAITER</b> <b>SL – STAGE LIFT</b> <b>L =LIFT</b>	<b>IN (INSPECTION FREQUENCY)</b> <b>ANNUAL (1)</b> <b>SM = MONTHLY (24)</b> <b>M = MONTHLY (12)</b> <b>W = WEEKLY (52)</b>
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ITEM NO.	LOCATION	MANUFACTURER / IDENTIFICATION	TYPE	USE	FS	IN	UNIT PRICE	TOTAL MONTHLY PRICE
0016	City Courthouse 233 St. Louis Street	Montgomery CP65541	T	P	5	24	\$_____	\$_____
0017	City Courthouse 233 St. Louis Street	Montgomery CP65344	H	P	5	24	\$_____	\$_____
0018	City Courthouse 233 St. Louis Street	Malot 21286		DM	5	24	\$_____	\$_____
0019	City Courthouse 233 St. Louis Street	Malot 21285		DM	5	24	\$_____	\$_____
0020	ATM/OHSEP Building 3773 Harding Blvd. Lobby	Dover EK9715	H	P	2	12	\$_____	\$_____
0021	ATM/OHSEP Building 3773 Harding Blvd Rear South End	Dover EK9716	H	P	2	12	\$_____	\$_____
0022	ATM/OHSEP Building 3773 Harding Blvd Rear North End	Dover EK9717	H	P	2	12	\$_____	\$_____
0023	ATM/OHSEP Building 3773 Harding Blvd Building Maintenance		H	L	2	24	\$_____	\$_____
0024	ATM/OHSEP Building 3773 Harding Blvd Building Maintenance		H	L	2	24	\$_____	\$_____
0025	ATM/OHSEP Building 3773 Harding Blvd Archives		H	L	2	24	\$_____	\$_____
0026	Human Resources 1755 Florida Blvd.	Westinghouse 29058	T	P	3	12	\$_____	\$_____
0027	Old Baton Rouge Junior High 1100 Laurel	Schindler F4551	H	P	3	12	\$_____	\$_____
0028	Police Headquarters 9000 Airline Highway H3	Montgomery/ Kone 13-09505	T	P	6	12	\$_____	\$_____
0029	Police Headquarters 9000 Airline Highway H3	Montgomery/ Kone 14-09506	T	P	6	12	\$_____	\$_____

**PRICING SHEET**  
**Maintenance of Elevators, Escalators & Dumbwaiters**

**For all items you wish to bid:** A blank or N/A will not be considered and may cause your bid to be deemed non-responsive. If your intention is No Charge, please write "No Charge" in the Unit Price column. If your intention is No Bid, please write "No Bid" in the Unit Price column.

<b>FS (FLOORS SERVED)</b> D = DRUM T = TRACTION H =HYDRAULIC PL = PLUNGER	<b>TYPE</b> D = DRUM T = TRACTION H =HYDRAULIC PL = PLUNGER	<b>USE</b> P = PASSENGER F=FREIGHT ESC = ESCALATOR DM =DUMBAITER SL – STAGE LIFT L =LIFT	<b>IN (INSPECTION FREQUENCY)</b> ANNUAL (1) SM = MONTHLY (24) M = MONTHLY (12) W = WEEKLY (52)
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ITEM NO.	LOCATION	MANUFACTURER / IDENTIFICATION	TYPE	USE	FS	IN	UNIT PRICE	TOTAL PRICE
0030	Police Headquarters 9000 Airline Highway H3	Montgomery/ Kone 15-09507	T	P	6	12	\$_____	\$_____
0031	Public Safety Complex 9048 Airline Highway H3	Montgomery/ Kone 16-143319	H	P	2	12	\$_____	\$_____
0032	Public Safety Complex 9050Airline Highway H2	Montgomery/ Kone 5-09214	H	P	2	12	\$_____	\$_____
0033	Public Safety Complex 9050Airline Highway H2	Montgomery/ Kone 6-09214	H	P	2	12	\$_____	\$_____
0034	Public Safety Complex 9050Airline Highway H2	Montgomery/ Kone 7-09216	H	P	5	12	\$_____	\$_____
0035	Public Safety Complex 9050Airline Highway H2	Montgomery/ Kone 9-06501	H	P	S	12	\$_____	\$_____
0036	Public Safety Complex 9050Airline Highway H2	Montgomery/ Kone 10-09502	H	P	3	12	\$_____	\$_____
0037	Public Safety Complex 9050Airline Highway H2	Montgomery/ Kone 8-09217	H	P	2	12	\$_____	\$_____
0038	Public Safety Complex 9050Airline Highway H1	Montgomery/ Kone 11-A117242-1	T	P	7	12	\$_____	\$_____
0039	Public Safety Complex 9050Airline Highway H1	Montgomery/ Kone 12-A117242-2	T	P	7	12	\$_____	\$_____
0040	Public Safety Complex 9050Airline Highway H1	Montgomery/ Kone 1-100132	T	P	6	12	\$_____	\$_____
0041	Public Safety Complex 9050Airline Highway H1	Montgomery/ Kone 2-100133	T	P	6	12	\$_____	\$_____
0042	Public Safety Complex 9050Airline Highway H1	Montgomery/ Kone 3-80-19553-051	T	P	6	12	\$_____	\$_____
0043	Public Safety Complex 9050Airline Highway H1	Montgomery/ Kone 4-80-19553-051	T	P	6	12	\$_____	\$_____
0044	EBR Parish Health Unit 353 North 12 <sup>th</sup> . Street	Motion Control 3047785	H	P	2	12	\$_____	\$_____
0045	M L King Comm. Center 4142 Gus Young Ave.	Esco C1771643	H	P	2	12	\$_____	\$_____
0046	Parking Facility East 345 St. Louis Street	Dover V5947	T	P	5	24	\$_____	\$_____
0047	Parking Facility West 444 St. Louis Street	Dover V6045	T	P	6	24	\$_____	\$_____
0048	EMS Headquarters 3801 Harding Blvd	Schindler P-MX62400	H	P	2	12	\$_____	\$_____

## PRICING SHEET

### Maintenance of Elevators, Escalators & Dumbwaiters

**For all items you wish to bid:** A blank or N/A will not be considered and may cause your bid to be deemed non-responsive. If your intention is No Charge, please write "No Charge" in the Unit Price column. If your intention is No Bid, please write "No Bid" in the Unit Price column.

<b>FS (FLOORS SERVED)</b>	<b>TYPE</b>	<b>USE</b>	<b>IN (INSPECTION FREQUENCY)</b>
	D = DRUM	P = PASSENGER	ANNUAL (1)
	T = TRACTION	F=FREIGHT	SM = MONTHLY (24)
	H =HYDRAULIC	ESC = ESCALATOR	M = MONTHLY (12)
	PL = PLUNGER	DM =DUMBAITER	W = WEEKLY (52)
		SL – STAGE LIFT	

ITEM NO.	LOCATION	MANUFACTURER / IDENTIFICATION	TYPE	USE	FS	IN	UNIT PRICE	TOTAL PRICE
0049	Metropolitan Airport 9430 Jackie Cochran Dr. Terminal-Main F/R	Schindler HY-64898-1	H	P	3	52	\$_____	\$_____
0050	Metropolitan Airport 9430 Jackie Cochran Dr. Terminal-Main	Schindler HY-45543-1	H	P	2	52	\$_____	\$_____
0051	Metropolitan Airport 9430 Jackie Cochran Dr. Terminal	Schindler ES-51200-1		ESC	2	52	\$_____	\$_____
0052	Metropolitan Airport 9430 Jackie Cochran Dr. Terminal	Schindler ES-51200-2		ESC	2	52	\$_____	\$_____
0053	Metropolitan Airport 9430 Jackie Cochran Dr. Terminal	Schindler HY-45544-1		P	2	52	\$_____	\$_____
0054	Metropolitan Airport 9430 Jackie Cochran Dr. Terminal Freight	Schindler HY-64899-2		F	2	52	\$_____	\$_____
0055	Metropolitan Airport 9430 Jackie Cochran Dr. Terminal - Restaurant	P-Flo 94942201-B	H	L	2	52	\$_____	\$_____
0056	Metropolitan Airport 9430 Jackie Cochran Dr URS Building	Otis 484154	H	P	2	52	\$_____	\$_____
0057	Metropolitan Airport 9430 Jackie Cochran Dr Airport Parking Garage	Schindler S2357447	H		3	52	\$_____	\$_____
0058	Metropolitan Airport 9430 Jackie Cochran Dr Airport Parking Garage	Schindler S2307637	H	P	3	52	\$_____	\$_____
0059	Metropolitan Airport 9430 Jackie Cochran Dr Airport Rental Car Parking Garage	Schindler	H	P	5	52	\$_____	\$_____
0060	Metropolitan Airport 9430 Jackie Cochran Dr Airport Rental Car Parking Garage	Schindler	H	P	S	52	\$_____	\$_____
0061	Independence Library 7711 Goodwood Blvd. Concierge (3) NE Front Entrance	Kone 20336177	T	P	3	12	\$_____	\$_____
0062	Independence Library 7711 Goodwood Blvd. Monumental Stairs Middle Building (1)	Kone 20336175	T	P	3	12	\$_____	\$_____



## PRICING SHEET

### Maintenance of Elevators, Escalators & Dumbwaiters

**For all items you wish to bid:** A blank or N/A will not be considered and may cause your bid to be deemed non-responsive. If your intention is No Charge, please write "No Charge" in the Unit Price column. If your intention is No Bid, please write "No Bid" in the Unit Price column.

<b>FS (FLOORS SERVED)</b>	<b>TYPE</b> D = DRUM T = TRACTION H =HYDRAULIC PL = PLUNGER	<b>USE</b> P = PASSENGER F=FREIGHT ESC = ESCALATOR DM =DUMBAITER SL – STAGE LIFT L =LIFT	<b>IN (INSPECTION FREQUENCY)</b> ANNUAL (1) SM = MONTHLY (24) M = MONTHLY (12) W = WEEKLY (52)
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ITEM NO.	LOCATION	MANUFACTURER / IDENTIFICATION	TYPE	USE	FS	IN	UNIT PRICE	TOTAL PRICE
0063	Independence Library 7711 Goodwood Blvd. Monumental Stairs Middle Building (2)	Kone 20336176	T	P	3	12	\$_____	\$_____
0064	Independence Library 7711 Goodwood Blvd Staff Hall (4) SW Staff Entrance.	Kone 20336178	T	P	3	12	\$_____	\$_____
0065	River Center Library 250 North Boulevard, TU544483 - 63828181 General Maintenance	Otis TU544483 - 63828181	T	P	4	1	\$_____	\$_____
0066	River Center Library 250 North Boulevard, TU544483 - 63828181 Category 1 Testing	Otis TU544483 - 63828181	T	P	4	1	\$_____	\$_____
0067	River Center Library 250 North Boulevard, TU544483 - 63828181 Category 5 Testing	Otis TU544483 - 63828181	T	P	4	1	\$_____	\$_____
0068	River Center Library 250 North Boulevard, TU544483 - 63828181 Fire Key Testing	Otis TU544483 - 63828181	T	P	4	12	\$_____	\$_____
0069	River Center Library 250 North Boulevard, TU544483 - 63828182 General Maintenance	Otis TU544483 - 63828182	T	P	4	1	\$_____	\$_____
0070	River Center Library 250 North Boulevard, TU544483 - 63828182 Category 1 Testing	Otis TU544483 - 63828182	T	P	4	1	\$_____	\$_____
0071	River Center Library 250 North Boulevard, TU544483 - 63828182 Category 5 Testing	Otis TU544483 - 63828182	T	P	4	1	\$_____	\$_____
0072	River Center Library 250 North Boulevard, TU544483 - 63828182 Fire Key Testing	Otis TU544483 - 63828182	T	P	4	12	\$_____	\$_____
0073	River Center Library 250 North Boulevard, TU544483 - 63828183 General Maintenance	Otis TU544483 - 63828183	T	P	4	1	\$_____	\$_____
0074	River Center Library 250 North Boulevard, TU544483 - 63828183 Category 1 Testing	Otis TU544483 - 63828183	T	P	4	1	\$_____	\$_____
0075	River Center Library 250 North Boulevard, TU544483 - 63828183 Category 5 Testing	Otis TU544483 - 63828183	T	P	4	1	\$_____	\$_____
0076	River Center Library 250 North Boulevard, TU544483 - 63828183 Fire Key Testing	Otis TU544483 - 63828183	T	P	4	12	\$_____	\$_____

**STRAIGHT-TIME LABOR RATE FOR WORK NOT INCLUDED IN CONTRACT**

	<b>RATE PER HOUR</b>
<b>0077 Mechanic</b>	<b>\$ _____</b>

<b>0078. Helper</b>	<b>\$ _____</b>
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**OVER-TIME LABOR RATE FOR WORK NOT INCLUDED IN CONTRACT**

	<b>RATE PER HOUR</b>
<b>0079. Mechanic</b>	<b>\$ _____</b>

<b>0080. Helper</b>	<b>\$ _____</b>
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## ENGINEERING RESPONSIBILITY FORM

The awarded vendor will be required to have this form notarized

We will use the following consulting professional engineer or engineering firm which meets the criteria outlined in the specifications. This engineer will check and approve wiring, schematic and/or design changes.

Name of Engineering Firm \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Signature \_\_\_\_\_  
Licensed Professional Engineer

Title \_\_\_\_\_

Registration Number \_\_\_\_\_

\_\_\_\_\_  
NOTARY

Subscribed and Sworn to, this \_\_\_\_ Day of \_\_\_\_\_ 20\_\_

The contractor's engineering department may make application with the Louisiana State Board of Professional Engineers, 9643 Brookline Avenue, Suite 121, Baton Rouge, LA 70809. The Department understands there will be a waiting period of approximately 60 days to process this application.

## NOTES

- Absolutely no mileage or travel time will be paid by the city of Baton Rouge. Mileage and/or travel time must be included in hourly rates. Chargeable time begins upon arrival at job site and ends upon departure from job site.
- Overtime rates, when applicable will apply prior to 8:00 a.m. and after 5:00 p.m. local time within any 24 hour period.
- The attached BIDDER'S ORGANIZATION sheet should be completed to indicate whether bidder is an individual, partnership, corporation, or a joint venture.
- **For all items you wish to bid:** A blank or N/A will not be considered and may cause your bid to be deemed non-responsive. If your intention is No Charge, please write "No Charge" in the Unit Price column. If your intention is No Bid, please write "No Bid" in the Unit Price column.
- See INQUIRY PAGE for instructions for submitting questions and/or inquiries.
- The NONMANDATORY SITE VISIT LOCATIONS form must be submitted with the bid.
- The ENGINEERING RESPONSIBILITY FORM will have to be notarized.

**BIDDER'S ORGANIZATION  
BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this day of \_\_\_\_\_, 20 \_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
SECRETARY



## CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$1,000,000
Personal & Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy

Any Auto, or	Combined Single Limit
Owned, Non-Owned & Hired	\$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

E. **Waiver of subrogation** in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge  
Attn: Purchasing Division  
Post Office Box 1471  
Baton Rouge, Louisiana 70821

AGREEMENT (sample)

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and \_\_\_\_\_ (herein after called "Contractor").

**The Contractor shall perform all work required by the Contract Documents for the following services:**

Annual Contract Number and Title \_\_\_\_\_

Contract Period \_\_\_\_\_

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
  - A. Bid Documents complete with terms and conditions
  - B. The Contractor's Proposal with all attachments.
  - C. The Specifications
  - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF BATON ROUGE  
AND PARISH OF EAST BATON ROUGE  
**Owner**

WITNESS:

\_\_\_\_\_

By \_\_\_\_\_  
Sharon Weston Broome, Mayor-President

WITNESS:

\_\_\_\_\_

**Contractor**

By \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

**PERFORMANCE AND PAYMENT BOND**

That we, the undersigned \_\_\_\_\_ as principal, hereinafter referred to as "Contractor" and \_\_\_\_\_, duly authorized to transact business in the State of Louisiana as surety, are held and firmly bound unto the City of Baton Rouge and Parish of East Baton Rouge, hereinafter referred to as "Owner", in the penal sum of \_\_\_\_\_ lawful money of the United States, for the payment of which well and truly to be made, the said principal and the said surety do hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents as follows:

The condition of this obligation is such that whereas, the Contractor by an instrument in writing attached hereto and bearing date of \_\_\_\_\_, 20\_\_\_\_ has agreed with said Owner to furnish labor, materials, tools and equipment for:

\_\_\_\_\_ shown on plans and specified thereby and in the specifications, proposals and agreement forming the contract documents thereto attached.

**NOW THEREFORE**, if said Contractor shall well and truly in good, sufficient and workmanship manner, and to the satisfaction of the Owner, perform and complete the work required and shall pay all costs, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to the Owner complete and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to the Owner by reason of any default or neglect of the said Contractor in the performance of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED FURTHER**, That the said surety for value received hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of that contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on the bond and it does hereby waive notice of any change, extension of time, alterations, or addition to the terms of the contract, or the work, or the specifications.

**PROVIDED FURTHER**, That if the Contractor, or his, their, or its subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or any other supplies or materials used or consumed or for any materials or supplies furnished for use by such contractors or his, their, or its subcontractors in performance of the work contract to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest and attorney's fees as provided by law.

IN WITNESS WHEREOF, Said Principal and Surety have hereunto set their hands and seals this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**CONTRACTOR/(BIDDER)**

**SURETY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Address)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(WITNESS)

\_\_\_\_\_  
\_\_\_\_\_

(WITNESS)